



**Tuolumne County  
Request for Qualifications**

**Construction Management Services  
For the New Tuolumne County Jail Facility**

**Release Date: April 18, 2016**

**Submittal Date: May 13, 2016  
Not later than 4:00 p.m.**

**Tuolumne County**  
**RFQ for**  
**Construction Management Services**  
**New Tuolumne County Jail Facility**

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## **Introduction**

The Tuolumne County Administrative Office is soliciting statements of qualification from firms to provide Construction Management Services for the design and construction of the new Tuolumne County Jail Facility. This will be a design-bid-build project with full Construction Management oversight.

The proposed site of the new Tuolumne County Jail Facility is approximately 6.3 acres and is located on the County's Law and Justice Center Campus in Sonora. The closest cross streets are Old Wards Ferry Road and Hwy 108. The project will be built as a 224 bed Type II detention facility. It is anticipated that the facility will encompass approximately 71,000 sq. ft. and will have two distinct operational areas: a two story housing unit and a two story service and administration component. The facility will contain 8 housing units and support space for administrative offices, food and laundry services, medical, storage and program space. The facility will be built on vacant land with water and sewer being provided by Tuolumne Utilities District. The construction budget, including site development, will be approximately \$38.6 million.

This project is funded by both SB 1022 (Adult Local Criminal Facilities Construction Program) and AB 900 (Public Safety and Offender Rehabilitation Services). All requirements, including timelines and reviews, set forth by the Board of State Community Corrections, State of California Department of Corrections and Rehabilitation and State Fire Marshal's Office will be followed.

The Construction Management Services will occur throughout the design, construction, closeout and warranty portions of this project. This Request for Qualification (RFQ) includes a description of the scope of work, proposal requirements and instructions for submitting your proposal.

Direct all inquiries regarding this RFQ to:

Maureen Frank  
Deputy County Administrator  
County Administrator's Office  
2 South Green Street  
Sonora, CA 95370  
Phone: (209) 533-5511  
Email: [mfrank@co.tuolumne.ca.us](mailto:mfrank@co.tuolumne.ca.us)

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued via the Tuolumne County, [www.tuolumnecounty.ca.gov](http://www.tuolumnecounty.ca.gov).

## **Tentative Project Schedule**

The following represents the tentative schedule for this project.

<b><u>Task</u></b>	<b><u>Project Date</u></b>
Release of RFQ	April 18, 2016
Deadline for Final Questions	May 6, 2016
Proposal Submission Deadline	May 13, 2016
Evaluation of Proposals	May 16- 18, 2016
Interviews (If necessary)	May 24, 2016
Notice of Potential Award Sent Out	May 30, 2016
Contract approval by Board of Supervisors	June 21, 2016
Notice to Proceed with Construction Services Agreement	July, 1, 2016
Jail Facility Project Anticipated Start	May 24, 2017
Jail Facility Project Completion	October 26, 2018

## **Prevailing Wage Requirements**

The services described herein are considered “public works” as defined by California Labor Code Section 1720 et seq. Any Consultant awarded a contract as the result of this RFQ shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state and federal wage laws, for services under the Consultant’s contract.

## **Scope of Services**

Tuolumne County is looking at dividing the Construction Management scope of work into three distinct phases and contracts.

### **Phase I- Design Development and Construction Document Services**

This phase includes but is not necessarily limited to consulting services for project meetings, review of the building design and jail detention facility functions, review of equipment, fixtures and furnishings, evaluation of alternative methods and materials, monitoring and evaluation of design and construction scheduling.

### **Phase II- Facility Construction Management Services**

This phase includes complete service normal and customary to construction management services; including but not necessarily limited to providing a construction management plan document, contract administration, project record keeping including logs and other tracking methods, review and processing of construction submittals, RFIs, payment applications, proposed change orders, construction observation, inspection and testing coordination, cost evaluation, schedule evaluation, quality assurance and control, Notices



of Nonconformance, closeout coordination, punch list preparation and inspections, Substantial Completion and the final completion process.

### **Phase III- Post Construction Services**

This phase identifies additional services that may be rendered on an as needed basis upon specific, written direction by the County. These services include warranty period participation and technical support administrative services, inspections services and coordination. Possible claims mitigation on an as needed basis will include but not necessarily limited to review and research, recommendations, arbitration representation and resolution support.

**Reimbursable Allowance:** The County requests that a not-to-exceed allowance for general reimbursable expenses such as postage, mileage and reproduction, printing, data and telecommunication costs to be included in the agreement for services.

### **Assurance of Designated Project Team**

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for the entirety of this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultants(s) shall not be made without the prior written approval of the County.

### **General Terms and Conditions**

Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a service agreement, a sample of which is included as Attachment A.

### **Proposal Format Requirements**

Each response to this RFQ shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified maybe cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ.

All copies of the proposal should be bound or contained in loose leaf binders, organized with section dividers, tabbed in accordance with this Section as specified below.

**Cover Letter** – Include the following information:

- Title of this RFQ
- Name and mailing address of firm
- Contact person, email address, telephone and fax numbers

**Signature Requirements** - The cover letter must be signed by an officer empowered by the firm to sign such material and thereby commit the firm to the obligations contained in the RFQ response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFQ and a commitment to enter a binding contract.

**Tab A- Firm's Qualifications**

Describe the firm and provide a statement of the firm's qualifications for performing requested services. Identify the services which would be completed by your firm's staff and those that would be provided by any sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your firm's staff. Include the firm's organization chart.

**Tab B- Experience and References**

Provide a summary of the firm's experience in providing these or similar services within the Design-Bid-Build project delivery method. Provide a minimum of three references for related projects and include date, contact person, phone number and a brief description of the project. Public sector references are preferred.

**Tab C- Qualifications of Team**

Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and resume, and the qualification/experience of any sub-consultant staff on your project team. Also include an organization chart of the staff available for this project and the designated project manager/lead for each applicable category.

**Tab D- Project Plan**

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task.

**Tab E- Required Statements**

Include the following statements as part of your package submittal:

- That your firm will perform the services and adhere to the requirements described in this RFQ.
- Statement of assurance that you will not substitute members of your designated team without approval by the County Administrator's Office.
- Indicate your Firm's ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract.

**Tab F – Exceptions**

Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFQ, including the Standard Contract (Attachment A).

**Submittal Instructions**

Your submittal package shall include the following:

- One (1) original and four (4) printed copies of your proposal
- Proposals shall be submitted not later than the time and date indicated on the cover page of this RFQ. All submittals shall be in a sealed envelope or container and clearly marked with the title of the RFQ on the outside of the parcel.
- Proposals must be submitted ONLY to:  
  
Maureen Frank  
County Administrator's Office  
2 South Green Street  
Sonora, CA 95370
- Faxed and/or emailed proposals shall not be accepted.
- The County of Tuolumne shall not be responsible for proposals delivered to a person or location other than that specified herein.
- Late submittals shall not be accepted or considered.
- All submittals shall be in a sealed envelope or container, and clearly marked with the title of the RFQ on the outside of the parcel.
- All submittals, whether selected or rejected, shall become the property of Tuolumne County and will not be returned.
- The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- All costs associated with proposal preparation shall be borne by the proposer.
- All proposals shall remain firm for one hundred twenty (120) days following the closing date of the receipt of proposals.



## Evaluation Criteria

The following evaluation criteria will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Experience and qualifications of firm	25
Experience and qualifications of proposed staff	30
Understanding of the project- Proposed Project Plan	25
Applicable resources available for this project	<u>20</u>
Total Possible Points	100

## Selection Procedure

- Submittals will be reviewed for responsiveness, and responsible submittals will further be screened by a selection committee in accordance with the above criteria. The firms(s) submitting the highest rated proposal may be invited for interviews.
- The County reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable term that the firm or individual might propose.
- The County reserves the right to award a contract to the firm that presents the best qualifications and whose proposal best accomplishes the desired results.
- The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm.
- The County will notify all proposers whether or not they are selected for the subject work.

## Protest/Appeal Process

The following procedure is provided in the event that a proposer wishes to protest the RFQ process or appeal the recommendation to award a contract for services once the Notice of Potential Award have been issued.

- Any protest must be submitted in writing to the County Administrator's Office, 2 South Green Street, Sonoma, CA 95370, and Attention: Maureen Frank.
- The protest must be submitted before 3:00 p.m. of the fifth (5<sup>th</sup>) business day following the date of the Notice of Potential Award.



- The protest must contain a complete statement of the basis for the protest.
- The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings,

Upon receipt of written protest/appeal, the County Administrator will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal /protest decision within five (5) business days of receipt of the appeal/Protest.

## **Attachment A**

### **Service Agreement**

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR CONSTRUCTION MANAGEMENT SERVICES  
JAIL PROJECT**

**Phase I**

THIS AGREEMENT is made this \_\_\_\_ day of June, 2016, by and between the COUNTY OF TUOLUMNE, a political subdivision of the State of California (hereinafter called "COUNTY") and \_\_\_\_\_ (hereinafter called "CONTRACTOR") pursuant to the following terms and conditions:

**WITNESSETH:**

1. **TERM**

The term of this Agreement shall commence on the date first herein above written and shall terminate no later than June 2017.

2. **PROJECT**

The COUNTY requires the services of CONTRACTOR to provide Construction Management Services for the new Tuolumne County Jail Facility. This agreement is for the Phase I portion of this project. This phase includes but is not necessarily limited to attending and participating in design review meetings; developing a master project schedule; and assisting with bid preparation and solicitation activities.

3. **DUTIES**

CONTRACTOR shall furnish and perform in a manner satisfactory to COUNTY, professional services required for the completion of the following tasks as outlined in the chart and the project proposal (Exhibit A).

4. **COMPENSATION**

The COUNTY shall compensate the CONTRACTOR in accordance with tasks completed as outlined in project proposal. Fee for the scope of work listed above shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). CONTRACTOR will submit invoices on a monthly basis. COUNTY agrees to pay CONTRACTOR within thirty (30) days of receipt of an invoice prepared by CONTRACTOR for completed services.

Only those services discussed and approved in writing in advance will be considered for additional services. Agreed upon work will be paid using the established rates as sited in Exhibit B.

All typical reimbursable expenses cost (e.g. plan copies, phone charges, etc.) are covered under the not to exceed figure listed above unless specifically approved by the County Administrator.

## 5. **INSURANCE REQUIREMENTS**

Contractor shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies.

A. **Worker's Compensation** - in compliance with the statutes of the State of California.

B. **General Liability** – insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned automobiles and non-owned automobiles.

C. **Automobile Liability** - insurance with a minimum limit of liability per occurrence of \$300,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned automobiles, and non-owned automobiles.

D. **Professional Negligent Errors and Omissions** - insurance, during the entire term of this Agreement, ARCHITECT shall maintain in full force and effect, professional negligent errors and omissions liability insurance, which shall include the following provisions:

The policy limits of said insurance shall not be less than three hundred thousand (\$300,000) per claim. CONTRACTOR shall endeavor to maintain insurance that for a period of no less than one year following completion of this Agreement. In the event CONTRACTOR fails to provide such insurance or to pay premiums thereon for the period required following completion of this Agreement, COUNTY shall have the right to pay such premium as are reasonable and commercially available, on behalf of CONTRACTOR and to deduct the costs thereof from any sums then owing to CONTRACTOR.

If at any time any of said policies shall be reasonably unsatisfactory to the COUNTY, as to form or substance or if a company issuing such policy shall be reasonably unsatisfactory to the COUNTY, the CONTRACTOR shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided, Upon failure of the CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the COUNTY may be forthwith declared suspended, or terminated. Failure of



the CONTRACTOR to obtain and/or maintain any required insurance shall not relieve the CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be constructed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification. The COUNTY, its officials, agents and employees shall be named as an additional insured on automobile and general liability insurance policies required herein. The CONTRACTOR'S insurance policy (ies) shall include a provision that the coverage is primary as respects the COUNTY (to the extent of the CONTRACTOR'S negligence in the performance of its services under this agreement); shall include no special limitations to coverage provided to additional insured under the automobile and general liability policies; and, shall be placed with insurer(s) with acceptable Best rating of A:VII or with approval of the Risk Manager.

#### 6. **HOLD HARMLESS**

CONTRACTOR shall hold the County, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of CONTRACTOR, their agents, officers, employees, or volunteers, during the performance of their obligations under this Agreement. If such indemnification becomes necessary, the County Counsel for the County of Tuolumne shall have the absolute right to approve any and all counsel employed to defend it.

The County shall hold CONTRACTOR, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

There are no third party beneficiaries of this Agreement and no one except the parties to the Agreement may seek to enforce its terms.

#### 7. **TERMINATION**

This Agreement may be terminated prior to the expiration of the Term only as follows, and any such termination shall not affect any rights or obligations arising prior to the effective date of termination:

A. By COUNTY at COUNTY's option:

(1) Upon CONTRACTOR'S failure, refusal or neglect to perform the duties hereunder.

(2) For any reason satisfactory to COUNTY provided, however, CONTRACTOR shall be given Fifteen (15) days written notice of such termination.

B. By CONTRACTOR:

(1) Upon COUNTY's failure, neglect or refusal to make any payment as required hereunder.

C. By Either Party

(1) With a Fifteen (15) day intention notice.

8. **RIGHTS UPON TERMINATION**

In the event of the termination of this Agreement CONTRACTOR shall immediately be paid all fees theretofore earned and reimbursed for all expenses incurred for which reimbursement is required under this Agreement and otherwise. The right to terminate this Agreement and to receive payment of any amounts owing as of the effective date of termination shall be in addition to any other remedy available at law or in equity.

9. **ASSIGNMENT**

This Agreement is for the professional services of CONTRACTOR and shall not be assigned, subcontracted or sublet any part of this Agreement without the express written consent of the COUNTY.

10. **ENTIRE AGREEMENTS AND AMENDMENTS**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. The terms of this Agreement may be modified or amended only by written agreement of the parties.

11. **GOVERING LAW**

This Agreement shall be governed by and construed, interpreted and enforced pursuant to the laws of the State of California.

12. **NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

13. **ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

14 **NOTICE**

Any and all notices, reports or other communications to be given to COUNTY or CONTRACTOR shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

Telephone:

Fax:

COUNTY:

Craig Pedro

County Administrator's Office

Tuolumne County

2 South Green Street

Sonora, CA 95370

Telephone: 209-533-5511

Fax: 209-533-5510

**IN WITNESS WHEREOF**, the parties have hereunder set their hands the day and year first written above.

CONTRACTOR

\_\_\_\_\_

County of Tuolumne

\_\_\_\_\_  
Karl Rodefer, Chairman

Approved as to Legal Form:

\_\_\_\_\_  
County Counsel                      Date